

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

Mark E. Herman,

Debtor.

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BKY 18-40752  
Chapter 7

Nauni Manty, as Chapter 7 Trustee for the  
Bankruptcy Estate of Mark E. Herman,

Plaintiff,

ADV. NO. \_\_\_\_\_

v.

**COMPLAINT**

Amber Senn and Numeric Trading Company,

Defendants.

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The plaintiff, Nauni Manty, as Chapter 7 Trustee for the bankruptcy estate of Mark E. Herman, for her complaint against the defendants states and alleges as follows:

1. The plaintiff, Nauni Manty, is the duly appointed, qualified, and acting trustee in the bankruptcy of Mark E. Herman.
2. The defendant, Amber Senn, is an individual residing in Minneapolis, Minnesota.
3. The defendant, Numeric Trading Company, is a Minnesota company with a registered address of 1400 Lincoln Avenue South, Minneapolis, Minnesota, 55403, and a principal office address of 711 West Lake Street, Suite 208, Minneapolis, Minnesota, 55408.
4. The petition commencing the debtor's chapter 7 case was filed March 15, 2018.
5. This court has jurisdiction over this adversary proceeding under 28 U.S.C. §§ 157 and 1334.
6. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

7. This adversary proceeding arises under 11 U.S.C. §§ 542, 544, 548, 550, 551 and Minn. Stat. §§ 513.44(a)(1) and 513.47.

8. The plaintiff consents to the bankruptcy court's entry of final orders and judgment in this adversary proceeding.

### **Facts Related to Art and Business Transfers**

9. Ms. Senn is the debtor's close friend and owner of Numeric Trading Company.

10. The debtor is a well-known artist with his artwork sold in museums and stores throughout Minnesota and other states. The art created by the debtor is primarily digital or graphic art. Once created in a digital format, the art can be printed for mass production. Some prints of the debtor's art have been signed by the debtor and are part of a limited edition. A catalogue listing of the debtor's art is attached as Exhibit 1 and incorporated herein. Upon information and belief, all works of art listed on Exhibit 1 were created prior to the petition date.

11. Prior to 2014, the debtor owned and operated Numeric Press Limited, the company that owned and sold the debtor's artwork.

12. At the section 341 meeting of creditors, the debtor testified that in 2014, he transferred all assets of his company, Numeric Press Limited, to the defendants for \$1.00. The debtor has been unable to produce any agreements or other sale documents to support said testimony.

13. By Royalty Agreement dated June 1, 2014, the debtor granted Numeric Trading Company the rights and license in the United States of America and its territories to use the debtor's original digital graphic art for five years, expiring in June 2019.

14. The Royalty Agreement provides that Numeric Trading Company shall pay the debtor ten percent of net profits received by Numeric Trading Company from the use of the debtor's art.

15. Nothing in the Royalty Agreement provides that the debtor sold or otherwise transferred the ownership of the art beyond the limited terms of the Royalty Agreement. Accordingly, if the art was not transferred to the defendants in 2014, then all the art listed in Exhibit 1 is property of the bankruptcy estate.

16. To the extent the debtor did transfer all rights and interest, including ownership, in the art to the defendants, the debtor did not receive reasonably equivalent value in exchange for such transfer.

#### **Facts Related to PayPal Transfers**

17. In April 2016, Numeric Trading Company opened a PayPal account. Thereafter, all royalties owed to the debtor from Numeric Trading Company were deposited into the PayPal account. The debtor and Ms. Senn admitted that the purpose of the PayPal account was to avoid garnishment by the Internal Revenue Service for taxes owed by the debtor.

18. Numeric Trading Company was deliberately named as the account holder for the PayPal account to hide the debtor's money from creditors, including the IRS.

19. The PayPal account was not disclosed on the debtor's bankruptcy schedules, nor were any of the deposits disclosed on the Statement of Financial Affairs.

20. The total deposited into the PayPal account from April 2016 through January 2018 exceeds \$15,000.00.

#### **Facts Related to Transfer of Rental Income**

21. The debtor is the sole owner of the real property located at 1400 Lincoln Avenue South, Minneapolis, Minnesota, 55403, which is also known as 1820 Girard Avenue South, Minneapolis, Minnesota, 55403 (the "Minneapolis Property").

22. The Minneapolis Property is worth over \$1,000,000.00 and is in the expensive Kenwood neighborhood of Minneapolis. The Minneapolis Property is three stories, along with a basement.

23. For at least the past two years, the defendant has resided on the second floor of the Minneapolis Property, which second floor is a massive five-bedroom apartment. The defendant has paid no rent or other value to the debtor in exchange for residing at the Minneapolis Property.

24. Julia Knight is the tenant residing on the first floor of the Minneapolis Property. On or about May 1, 2016, Ms. Knight executed a two-year residential lease, paying \$3,900.00 per month to reside at the Minneapolis Property.

25. Between May 2016 and January 2018, Ms. Knight made all payments under the residential lease to Numeric Trading Company, rather than to the debtor.

26. The debtor was insolvent during the six years prior to the petition date and at all times relevant to this proceeding. The bankruptcy schedules show no non-exempt assets. The debtor owes the Internal Revenue Service at least \$279,000.00, owes the Minnesota Department of Revenue at least \$4,800.00, and has other scheduled unsecured debt of \$60,000.00. Upon information and belief, the assets and liabilities of the debtor were substantially the same throughout the time relevant to this proceeding.

**COUNT I – 11 U.S.C. § 548 - ACTUAL FRAUD**

27. The trustee realleges the above allegations.

28. 11 U.S.C. § 548(a)(1) provides:

The trustee may avoid any transfer of an interest of the debtor, in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years before the date of filing of the petition, if the debtor voluntarily or involuntarily-

(A) made such transfer or incurred such obligation with intent to hinder, delay, or defraud any entity to which the debtor was or became, on or after

the date that such transfer was made or such obligation was incurred, indebted.

29. The transfers of the royalty payments to the defendant's PayPal account and the transfer of Ms. Knight's rent, were made with actual intent to hinder, delay or defraud creditors, specifically, the IRS.

30. At the time of the transfers, the IRS had a tax lien recorded, the debtor had been threatened with litigation by the IRS and had already been garnished several times by the IRS.

31. The transfers involved all of the debtor's royalty income and right to rental income during the relevant time period.

32. The debtor was insolvent at the time of the transfers.

33. Such transfers were within two years of the petition date.

34. The defendants are insiders of the debtor. Ms. Senn is the close personal friend and business partner of the debtor.

35. The debtor maintained substantial control over the property transferred.

36. Pursuant to 11 U.S.C. §§ 550 and 551, to the extent a transfer is avoided under 11 U.S.C. § 548, the trustee may recover for the benefit of the estate the property transferred or the value of such property from the initial transferee. The defendants are the initial transferees of the transfers.

**COUNT II - 11 U.S.C. § 548 - CONSTRUCTIVE FRAUD**

37. The trustee realleges the above allegations.

38. 11 U.S.C. § 548(a)(1) of the Code provides that:

The trustee may avoid any transfer of an interest of the debtor, in property, or any obligation incurred by the debtor, that was made or incurred on or within 2 years before the date of filing of the petition, if the debtor voluntarily or involuntarily-

(B)(i) received less than a reasonably equivalent value in exchange for such transfers or obligations; and

(ii) (I) was insolvent on the date that such transfer was made or such obligation was incurred or became insolvent as a result of such transfer or obligation.

39. The debtor received no value in exchange for transferring his royalty payments to the defendant's PayPal account or for transferring his right to Ms. Knight's rent to the defendants.

40. The debtor was insolvent at the time of the relevant transfers.

41. The transfers of royalties and rents occurred within two years of the petition date.

42. The defendants received the transfers in constructive fraud of the debtor's creditors under 11 U.S.C. § 548.

43. Pursuant to 11 U.S.C. §§ 550 and 551, to the extent a transfer is avoided under 11 U.S.C. § 548, the trustee may recover for the benefit of the estate the property transferred or the value of such property from the initial or immediate transferee. The defendants are the initial or immediate transferees.

**COUNT III – 11 U.S.C. § 544(b) and MINN. STAT. §§ 513.44(a)(1) and 513.47**

44. The trustee realleges the above allegations.

45. At all times relevant hereto, there was and is at least one or more creditors who held and who hold unsecured claims against the debtor that are allowable under 11 U.S.C. § 502, including the IRS.

46. The transfer of Numeric Press Limited and the debtor's art are avoidable under applicable nonbankruptcy law by a creditor holding an unsecured claim in the bankruptcy case. Minn. Stat. § 513.44(a)(1).

47. Said transfers were made with actual intent to hinder, delay or defraud a creditor to which the debtor was indebted at the time of the transfers.

48. The transfers were made after the IRS had a lien on the debtor's assets.

49. The debtor was insolvent at the time of the transfers.

50. The transfer included nearly all of the debtor's non-exempt assets

51. The assets transferred were of considerable value from which the defendants have made several hundred thousand dollars.

52. The debtor received no value in exchange for the transfer of Numeric Press Limited and his art.

53. The defendants received the transfer of Numeric Press Limited and the debtor's art within six years prior to the petition date.

54. The transfer of Numeric Press Limited, its assets, and the debtor's art generally is avoidable under 11 U.S.C. § 544(b) and Minn. Stat. § 513.44(a)(1).

55. 11 U.S.C. § 550 provides that in the event the transfer is avoided by the trustee pursuant to 11 U.S.C. § 544, the trustee may recover for the benefit of the bankruptcy estate the property transferred or, if the Court so orders, the value of such property from the initial and immediate transferees. The defendants are the initial and immediate transferees.

**COUNT IV – 11 U.S.C. § 544(b) and MINN. STAT. §§ 513.44(a)(2)(i) and 513.47**

56. The trustee realleges the above allegations.

57. The transfers of Numeric Press Limited and the debtor's art were made to the defendants without reasonably equivalent value to the debtor.

58. At all times relevant hereto, the debtor was insolvent or, alternatively, was rendered insolvent by the transfers.

59. The defendants received the transfers in constructive fraud of the debtor's creditors and are avoidable under Minn. Stat. §§ 513.44(a)(2)(i) and 513.47.

60. 11 U.S.C. § 550 provides that in the event the transfer is avoided by the trustee pursuant to 11 U.S.C. § 544, the trustee may recover for the benefit of the bankruptcy estate the property transferred or, if the Court so orders, the value of such property from the initial transferee. The defendants are the initial transferees.

#### **COUNT V- TURNOVER**

61. The trustee realleges the above allegations.

62. Pursuant to 11 U.S.C. §542(a):

An entity...in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

63. Although the terms of the Royalty Agreement granted Numeric Trading Company the right to use the debtor's art, it appears that ownership of the art was never transferred. If that is the case, then the art created pre-petition that is listed on Exhibit 1 is property of the bankruptcy estate.

64. The trustee requests that the defendants be ordered to deliver to the trustee the art, including everything listed on Exhibit 1, within ten days of an order for judgment in this adversary proceeding.

**WHEREFORE**, the trustee requests judgment against the defendant as follows:

1. Judgment in an amount of \$300,000.00, or such amount to be determined at trial, in favor of the trustee and against the defendant;

2. For an order that the defendant deliver to the trustee the artwork within ten days of an order for judgment in this case;
3. For pre-trial and post-trial interest as allowed by law;
4. For the trustee's costs and disbursements herein; and
5. For such other and further relief as the court deems just and equitable.

Dated: September 13, 2018

MANTY & ASSOCIATES, P.A.

By /e/ Mary F. Sieling  
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*Attorneys for Nauni Mantly, Trustee*

<b>Title</b>	<b>Vendor</b>	<b>Type</b>	<b>Variant Inventory Qty</b>
Landmark Series   MN Lake Calhoun by Mark Herman	Mark Herman	Print	80
Landmark Series   MN Children's Theatre Company by Mark Herman	Mark Herman	Print	77
Landmark Series   MN Lake Bemidji by Mark Herman	Mark Herman	Print	82
Landmark Series   MN Lake of the Isles Day by Mark Herman	Mark Herman	Print	68
Landmark Series   Football The Big Game -American Football	Mark Herman	Print	66
Landmark Series   MN Minneapolis Miracle by Mark Herman	Mark Herman	Print	52
Landmark Series   MN Mall of America	Mark Herman	Print	0
Landmark Series   MN Minneapolis Skyline	Mark Herman	Print	-11
Landmark Series   CA Santa Barbara Mission by Mark Herman	Mark Herman	Print	99
Landmark Series   MN Saint Paul High Bridge by Mark Herman	Mark Herman	Print	84
Landmark Series   MN Saint Paul Collection by Mark Herman	Mark Herman	Collection	-1
Landmark Series   NY New York City Summer Skyline by Mark Herman	Mark Herman	Print	99
Landmark Series   NY New York City Moonlight by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Guggenheim Museum by Mark Herman	Numeric Press	Print	99
Landmark Series   NY Columbus Circle by Mark Herman	Numeric Press	Print	99
Landmark Series   NY Apollo Theater by Mark Herman	Numeric Press	Print	99
Landmark Series   MN Lake Nokomis by Mark Herman	Mark Herman	Print	71
Landmark Series   MN Lake Winona by Mark Herman	Mark Herman	Print	76
Landmark Series   MN Lake Washington by Mark Herman	Mark Herman	Print	78
Landmark Series   MN Lake Virginia by Mark Herman	Mark Herman	Print	84
Landmark Series   MN Lake Vermilion by Mark Herman	Mark Herman	Print	76
Landmark Series   MN Lake Superior Woods by Mark Herman	Mark Herman	Print	77
Landmark Series   MN Lake Phalen by Mark Herman	Mark Herman	Print	79
Landmark Series   MN Lake Ripley by Mark Herman	Mark Herman	Print	82
Landmark Series   MN Lake Pepin by Mark Herman	Mark Herman	Print	76
Landmark Series   MN Lake of the Woods by Mark Herman	Mark Herman	Print	73
Landmark Series   MN Lake of the Isles City View by Mark Herman	Mark Herman	Print	65
Landmark Series   MN Lake of the Clouds by Mark Herman	Mark Herman	Print	82
Landmark Series   MN Lake Minnewashta by Mark Herman	Mark Herman	Print	77
Landmark Series   MN Lake Minnetonka Regatta by Mark Herman	Mark Herman	Print	79
Landmark Series   MN Lake Mille Lacs by Mark Herman	Mark Herman	Print	79
Landmark Series   MN Lake Jefferson by Mark Herman	Mark Herman	Print	78
Landmark Series   MN Lake Irving by Mark Herman	Mark Herman	Print	83
Landmark Series   MN Lake Independence by Mark Herman	Mark Herman	Print	83
Landmark Series   MN Lake Hubert by Mark Herman	Mark Herman	Print	57
Landmark Series   MN Lake Harriet Pavillion by Mark Herman	Mark Herman	Print	69
Landmark Series   MN Lake Hiawatha by Mark Herman	Mark Herman	Print	76
Landmark Series   MN Lake George by Mark Herman	Mark Herman	Print	83
Landmark Series   MN Lake Geneva by Mark Herman	Mark Herman	Print	82
Landmark Series   MN Como Lake by Mark Herman	Mark Herman	Print	-6
Landmark Series   NY Piermont Village by Mark Herman	Mark Herman	Print	94
Landmark Series   MN Stillwater Village by Mark Herman	Mark Herman	Print	90

Landmark Series   CA Lifeguards Zuma Beach by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Venice Beach by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Surfrider Beach by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Santa Monica by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Redondo Beach by Mark Herman	Mark Herman	Print	99
Landmark Series   CA Lifeguards Point Dume by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Manhattan Beach by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Lifeguards Leo Carrillo Beach by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Hook Mountain by Mark Herman	Mark Herman	Print	100
Landmark Series   MN Bibelot Shop by Mark Herman	Mark Herman	Print	95
Landmark Series   NY Sail Piermont by Mark Herman	Mark Herman	Print	99
Landmark Series   NY Piermont Sail Dock by Mark Herman	Mark Herman	Print	99
Landmark Series   MN Shattuck St. Mary's by Mark Herman	Mark Herman	Print	74
Landmark Series   MN North Shore Drive Collection by Mark Herman	Mark Herman	Collection	-5
Landmark Series   MN City of Lakes by Mark Herman	Mark Herman	Collection	-4
Landmark Series   MN American Swedish Institute Fall by Mark Herman	Mark Herman	Print	92
Landmark Series   CA Walt Disney Concert Hall by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Hollywood Bowl by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Tappan Zee Bridge by Mark Herman	Mark Herman	Print	100
Landmark Series   MN Lake Superior Starry Night by Mark Herman	Mark Herman	Print	87
City Line   MN JD Hoyts   Minneapolis by Mark Herman	Mark Herman	Print	92
City Line   MN Nye's Red   Minneapolis by Mark Herman	Mark Herman	Print	90
City Line   MN Grain Belt Sign   Minneapolis by Mark Herman	Mark Herman	Print	90
Landmark Series   MN Minnesota State Fair Blue by Mark Herman	Mark Herman	Print	87
Landmark Series   MN Minnesota State Fair Yellow by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Minnesota State Fair Red by Mark Herman	Mark Herman	Print	97
Landmark Series   NY Public Library by Mark Herman	Mark Herman	Print	99
Landmark University   UW-Madison Badgers "Big Red" by Mark Herman	Numeric University	Print	98
Landmark University   UW-Madison Badgers "Memorial Union" by Mark Herman	Numeric University	Print	94
City Line   MN First Avenue Red   Minneapolis by Mark Herman	Mark Herman	Print	92
Landmark Series   National Parks Voyageurs Collection by Mark Herman	Numeric National P	Collection	95
Landmark Series   National Parks Voyageurs Kettle Falls Winter by Mark Herman	Numeric National P	Print	95
Landmark Series   National Parks Voyageurs Blue Sky Fishing by Mark Herman	Numeric National P	Print	90
Landmark Series   National Parks Voyageurs Misty Lake by Mark Herman	Numeric National P	Print	94
Landmark Series   National Parks Voyageurs Winter Fire by Mark Herman	Numeric National P	Print	88
Landmark Series   National Parks Voyageurs Blue Canoe by Mark Herman	Numeric National P	Print	92
Landmark University   Gustavus "Christ Chapel Winter" by Mark Herman	Numeric University	Print	97
Landmark University   Gustavus "Christ Chapel" by Mark Herman	Numeric University	Print	97
Landmark University   Gustavus "Old Main Tower" by Mark Herman	Numeric University	Print	97
Landmark University   Gustavus "Old Main" by Mark Herman	Numeric University	Print	89
Landmark Series   NY Piermont NYC Skyline by Mark Herman	Mark Herman	Print	99
Landmark Series   NY Freedom Tower by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Wall Street Bull by Mark Herman	Mark Herman	Print	99

Landmark Series   NY Up State by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Trinity Church by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Piermont Train Station by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Piermont Erie Railroad by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Piermont on the Hudson Moonlight by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Piermont House Yellow Sky by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Piermont House Blue Sky by Mark Herman	Mark Herman	Print	100
Landmark Series   NY High Line Park by Mark Herman	Mark Herman	Print	99
Landmark Series   NY Piermont on the Hudson Pier by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Central Park Bridge Night by Mark Herman	Mark Herman	Print	99
Landmark Series   NY Central Park Bridge Day by Mark Herman	Numeric Press	Print	97
Landmark Series   NY Central Park Fountain Summer by Mark Herman	Mark Herman	Print	99
Landmark Series   NY Central Park Fountain Winter by Mark Herman	Mark Herman	Print	100
Landmark Series   NY Statue of Liberty Orange Burst by Mark Herman	Mark Herman	Print	100
Landmark University   UW-Madison Badgers "Camp Randall On Field" by Mark Herman	Numeric University	Print	96
Landmark University   UW-Madison Badgers "Red Gym" by Mark Herman	Numeric University	Print	99
Landmark University   UW-Madison Badgers "Camp Randall Arch" by Mark Herman	Numeric University	Print	96
Landmark University   UW-Madison Badgers "Bascom Hall" by Mark Herman	Numeric University	Print	96
Birdhouse Series MN   Grain Belt Brewery Limited Edition 250	Mark Herman	Print	97
University of Minnesota TCF Stadium Inaugural Game 2009	Mark Herman	Print	97
Landmark Series   MN Lake Minnetonka Stationview by Mark Herman	Mark Herman	Print	92
Landmark Series   MN Mill City Night by Mark Herman	Mark Herman	Print	92
Landmark Series   CA Hollywood Day by Mark Herman	Mark Herman	Print	98
Landmark Series   WI Apostle Island Cave by Mark Herman	Mark Herman	Print	75
Landmark Series   MN St. Croix River Boating by Mark Herman	Mark Herman	Print	83
Landmark Series   MN Weisman Museum by Mark Herman	Mark Herman	Print	96
Landmark Series   MN Guthrie Theater Winter by Mark Herman	Mark Herman	Print	91
Birdhouse Series MN   North Star Blanket Limited Edition 250	Mark Herman	Print	8
Landmark Series   CA Watts Towers Climber by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Venice Canals by Mark Herman	Mark Herman	Print	99
Landmark Series   CA Venice by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Point Dume by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Hollywood Nights by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Malibu Pier Night by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Malibu Pier Sunset by Mark Herman	Mark Herman	Print	99
Landmark Series   CA Malibu Pier Day by Mark Herman	Mark Herman	Print	98
Landmark Series   CA Griffith Park Observatory Mountainside by Mark Herman	Mark Herman	Print	98
Landmark Series   CA Griffith Park Observatory Purple Moon by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Griffith Park Observatory Gold by Mark Herman	Mark Herman	Print	100
Landmark Series   CA Griffith Park Observatory Blue by Mark Herman	Mark Herman	Print	99
Landmark Series   CA The Original Farmers Market by Mark Herman	Mark Herman	Print	99
Landmark Series   CA Chinese Theater Showtime by Mark Herman	Mark Herman	Print	99
Landmark Series   CA Chinese Theater Yellow by Mark Herman	Mark Herman	Print	99

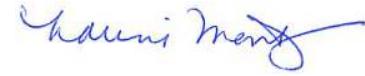
Landmark Series   CA Chinese Theater Red by Mark Herman	Mark Herman	Print	100
Landmark Series   MN Mill Ruins by Mark Herman	Mark Herman	Print	96
Landmark Series   MN Paul Bunyan Winter by Mark Herman	Mark Herman	Print	73
Landmark Series   MN Paul Bunyan Lakeside by Mark Herman	Mark Herman	Print	87
Landmark Series   MN Paul Bunyan Summer by Mark Herman	Mark Herman	Print	80
Landmark Series   MN Lake Minnetonka Wayzata Bay by Mark Herman	Mark Herman	Print	99
Landmark Series   MN Lake Minnetonka Gray's Bay by Mark Herman	Mark Herman	Print	97
Beanball Series 2014, "Ump" Signed Limited Edition of 25	Mark Herman	Print	5
Beanball Series 2014, "No. 11" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 10" Limited Edition of 250	Mark Herman	Print	239
Landmark Series   MN Canal Park Lake Superior by Mark Herman	Mark Herman	Print	91
Birdhouse Series MN   Pillsbury's Best Limited Edition 250	Mark Herman	Print	237
Birdhouse Series MN   Pillsbury A-Mill Limited Edition 250	Mark Herman	Print	5
Birdhouse Series MN   Grain Belt Limited Edition 250	Mark Herman	Print	4
Birdhouse Series MN   Gold Medal Flour Limited Edition 250	Mark Herman	Print	49
Beanball Series 2014, "No. 9" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 1" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 5" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 7" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 6" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 4" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 3" Limited Edition of 250	Mark Herman	Print	240
Beanball Series 2014, "No. 2" Limited Edition of 250	Mark Herman	Print	240
City Line: First Avenue Night Club - Signed Limited Edition	Mark Herman	Print	234
Landmark Series   MN Prospect Park by Mark Herman	Mark Herman	Print	92
Landmark Series   MN Boundary Waters by Mark Herman	Mark Herman	Print	48
Landmark Series   MN Cathedral Hill by Mark Herman	Numeric Press	Print	94
Landmark Series   MN Como Park Conservatory by Mark Herman	Mark Herman	Print	78
Landmark Series   MN Lake Minnetonka Excelsior Trolley by Mark Herman	Mark Herman	Print	94
Landmark Series   MN Fort Snelling by Mark Herman	Mark Herman	Print	97
Landmark Series   MN Guthrie Theater by Mark Herman	Mark Herman	Print	92
Landmark Series   MN James J. Hill House St. Paul by Mark Herman	Mark Herman	Print	96
Landmark Series   MN Kenwood Park by Mark Herman	Mark Herman	Print	100
Landmark Series   MN Kenwood Park Winter by Mark Herman	Mark Herman	Print	97
Landmark Series   MN Lake Harriet Trolley by Mark Herman	Mark Herman	Print	86
Landmark Series   MN Lake Minnetonka Collection by Mark Herman	Mark Herman	Collection	-1
Landmark Series   MN Lake Minnetonka Arcola Bridge by Mark Herman	Mark Herman	Print	96
Landmark Series   MN Lake Minnetonka Express Boat (H) by Mark Herman	Mark Herman	Print	93
Landmark Series   MN Lake Minnetonka Moonlight by Mark Herman	Mark Herman	Print	85
Landmark Series   MN Lake Minnetonka Yacht Clubs by Mark Herman	Mark Herman	Print	93
Landmark Series   MN Lake Minnetonka Big Island by Mark Herman	Mark Herman	Print	86
Landmark Series   MN Lake Nokomis High Dive by Mark Herman	Mark Herman	Print	78
Landmark Series   MN Lake of the Isles Night by Mark Herman	Mark Herman	Print	90

Landmark Series   MN Minneapolis Institute of Arts by Mark Herman	Mark Herman	Print	97
Landmark Series   MN Minnehaha Falls by Mark Herman	Mark Herman	Print	73
Landmark Series   MN Minnesota State Capitol by Mark Herman	Mark Herman	Print	88
Landmark Series   MN The Mississippi Mile Collection by Mark Herman	Mark Herman	Collection	0
Landmark Series   MN Minneapolis Landmarks Collection by Mark Herman	Mark Herman	Collection	94
Landmark Series   MN Minnesota Landmarks Collection by Mark Herman	Mark Herman	Collection	99
Landmark Series   MN Stillwater Lift Bridge Day by Mark Herman	Mark Herman	Print	84
Landmark Series   MN St. Croix River by Mark Herman	Mark Herman	Print	74
Landmark Series   MN Saint Paul Cathedral by Mark Herman	Mark Herman	Print	86
Landmark Series   MN Stone Arch Bridge by Mark Herman	Mark Herman	Print	85
Landmark Series   MN Summit Brewing Company Man by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Summit Brewing Company Bottling by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Summit Brewing Company Highbridge by Mark Herman	Mark Herman	Print	91
Landmark Series   MN American Swedish Institute by Mark Herman	Mark Herman	Print	96
Landmark Series   MN American Swedish Institute Winter by Mark Herman	Mark Herman	Print	96
Landmark Series   MN American Swedish Institute Summer by Mark Herman	Mark Herman	Print	98
Landmark Series   MN The Depot Minneapolis by Mark Herman	Mark Herman	Print	91
Landmark Series   MN Split Rock Lighthouse Night North Shore by Mark Herman	Mark Herman	Print	91
Landmark Series   MN Cedar Lake by Mark Herman	Mark Herman	Print	85
Landmark Series   MN Lake Harriet Sail by Mark Herman	Mark Herman	Print	76
Landmark Series   MN Nicollet Island Grain Belt Bridge by Mark Herman	Mark Herman	Print	68
			1
Landmark Series   MN Mill City Museum Day by Mark Herman	Mark Herman	Print	87
Landmark Series   MN Lake Minnetonka Excelsior Ferry by Mark Herman	Mark Herman	Print	84
Landmark Series   MN Lake Minnetonka Noerenberg Gardens by Mark Herman	Mark Herman	Print	95
Landmark Series   MN Stillwater Lift Bridge Night by Mark Herman	Numeric Press	Print	97
Landmark Series   MN Glensheen Mansion Summer by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Gooseberry Falls Lake Superior by Mark Herman	Mark Herman	Print	66
Landmark Series   MN Lake Superior North Pier Lighthouse by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Lake Superior North Shore by Mark Herman	Mark Herman	Print	74
Landmark Series   MN Lake Superior Sail by Mark Herman	Mark Herman	Print	95
Landmark Series   MN Enger Tower Minneapolis by Mark Herman	Mark Herman	Print	98
Landmark Series   MN Glensheen Mansion Winter by Mark Herman	Mark Herman	Print	99
Landmark Series   MN Split Rock Lighthouse Lakeview Day North Shore by Mark Herman	Mark Herman	Print	83
Landmark Series   MN Split Rock Lighthouse Red Weather North Shore by Mark Herman	Mark Herman	Print	75
Landmark Series   MN Grand Portage North Shore by Mark Herman	Mark Herman	Print	88
Landmark Series   MN Minnehaha Creek Winter by Mark Herman	Mark Herman	Print	64
Landmark Series   MN Up North by Mark Herman	Numeric Press	Print	61
Landmark Series   MN Lake Harriet Rose Garden by Mark Herman	Mark Herman	Print	85
Landmark Series   MN Lake Minnetonka Sail by Mark Herman	Mark Herman	Print	92
Landmark Series   MN Uptown Theater Minneapolis by Mark Herman	Mark Herman	Print	82

**VERIFICATION**

I, Nauni Manty, trustee and plaintiff named in the complaint, declare under penalty of perjury that the facts contained in the foregoing complaint are true and correct to the best of my knowledge, information and belief.

Dated: September 13, 2018



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Nauni Manty, Trustee